

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION**

HEADWATER RESEARCH LLC,	§	
	§	
<i>Plaintiff,</i>	§	
	§	
v.	§	CIVIL ACTION NO. 2:22-cv-00422-JRG-RSP
	§	
SAMSUNG ELECTRONICS AMERICA,	§	
INC. and SAMSUNG ELECTRONICS CO.	§	
LTD.,	§	
	§	
<i>Defendants.</i>	§	

SUPPLEMENTAL PROTECTIVE ORDER

WHEREAS, the Court entered a Protective Order to protect Party and Non-Party confidential business information in the above-referenced action on April 5, 2023 (Dkt. No. 55) (“Protective Order”); and

WHEREAS, Headwater Research LLC (“Plaintiff”); Samsung Electronics Co., Ltd. and Samsung Electronics America, Inc. (collectively, “Defendants” and, together with Plaintiff, the “Parties”); and Apple Inc. (“Apple” or “Non-Party”), a non-party to this action, may produce confidential source code, schematics, and other documents in this action that include or incorporate confidential business information (“CBI”) belonging to Apple (“Apple CBI”); and

WHEREAS the Parties and Apple have agreed to provisions in addition to those contained in the Protective Order to protect against misuse or disclosure of such Apple CBI;

THEREFORE, it is hereby stipulated among the Parties and Apple and ORDERED that, notwithstanding anything to the contrary in the Protective Order (including without limitation Paragraph 10 thereof), any source code, schematics, or documents that incorporate Apple CBI

produced in connection with the above-captioned action that are designated “Apple Confidential – Outside Attorneys’ Eyes Only” and/or “Apple Confidential – Outside Attorneys’ Eyes Only – Source Code” shall be subject to the following restrictions:

1. Review and inspection of any Apple source code material is to take place at the offices of Apple’s outside counsel:

Walker Stevens Cannom LLP
500 Molino St. #118
Los Angeles, California 90013

Further, any Apple source code material shall be produced in a macOS format only, with non-compiling versions of Xcode and Eclipse as well as Scitools Understand, Beyond Compare, BBEdit, as well as other standard review tools to be determined solely by Apple.

2. The receiving Party shall be permitted to make no more than 50 pages of printouts of source code material, all of which shall be designated, clearly labelled, and logged as laid out in § 10(h) of the Protective Order (Dkt. 55). The printouts shall include no more than 15 consecutive pages of source code material. No additional pages may be printed absent a showing of good cause.
3. The Parties agree that the name(s) and Curriculum Vitae(s) of all expert witnesses who will have access to Apple CBI will be disclosed in advance, such that Apple may determine whether it has any objections to the expert(s).
4. If any document(s) containing Apple CBI appear on the exhibit list(s) of a Party, the Party is to give written notice by-email to Apple’s outside counsel at the time the exhibit list(s) are exchanged.
5. If any document(s) containing Apple CBI are used in open court, including but not

limited to at a hearing or at trial, the Parties agree to use reasonable efforts to seal the courtroom and to use reasonable efforts to redact any related portions of the transcript(s).

SIGNED this 13th day of November, 2023.



ROY S. PAYNE
UNITED STATES MAGISTRATE JUDGE